

MEMORANDUM

JUNE 7, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: PROPOSED DEVELOPMENT IMPACT PROJECT PLAN AND
DEVELOPMENT IMPACT PROJECT AGREEMENT FOR
INTERNATIONAL PLACE AT FORT HILL SQUARE,
HIGH, OLIVER, AND PURCHASE STREETS, BOSTON PROPER

Fort Hill Square Associates (FHSA) requests approval of a Development Impact Project Plan (DIPP) for the construction of a mixed-use development project known as International Place at Fort Hill Square, on approximately 2.6 acres of land bounded by High Street, Oliver Street and Purchase Street in Boston Proper. FHSA proposes to construct, in two phases, approximately 1,700,000 square feet of office space, 100,000 square feet of retail space and a five-story below grade parking facility with at least 660 spaces and with 6 (six) loading bays. Phase I would include a 46-story cylindrical tower with two connected rectangular structures of 19 and 27 stories. Phase II would include a 35-story cylindrical structure with a connected 11-story rectangular building.

In accord with the Development Impact Project Plan and Agreement for International Place at Fort Hill Square Housing Payment Exaction of \$8,723,975 shall be paid by the developer to the Boston Redevelopment Authority, acting on behalf of the Neighborhood Housing Trust, for the creation of low and moderate income housing in the City of Boston, or the Developer shall contribute a Housing Creation Exaction for the creation of low and moderate income housing at a cost at least equal to the Housing Payment Exaction of \$8,723,975.

Development of International Place at Fort Hill Square also will create 700 construction jobs per year for five years of construction, and will generate approximately 7,000 permanent jobs at the project site.

The site is in a B-10 (general business with floor area ratio of 10) Zoning District and in a Restricted Parking District. FHSA will seek variances from the Boston Zoning Code for floor area ratio, rear yard, parapet setbacks, and number and height of loading bays, and will apply for conditional use permits as listed in the Development Impact Project Plan.

No variances or conditional use permit shall be granted unless the Development Impact Project Plan has been approved by the Authority and FHSA has entered into an Agreement with the Boston Redevelopment Authority, acting on behalf of the Neighborhood Housing Trust, to be responsible for a Development Impact Project Exaction.

The proposed development is subject to review by the Boston Air Pollution Control Commission and FHSA will seek a Parking Freeze Permit from the Commission.

The Authority's Urban Design Department has reviewed the design development plans and finds them acceptable and will continue its review for final design approval.

FHSA has agreed to prepare an Environmental Impact Report for the development as a part of the Authority's design review procedures. This document is currently under review by the Authority and the public, and written public comments will be accepted by the Authority until June 26, 1984. The proposed development will be subject to mitigation measures that the Authority deems necessary to minimize any adverse environmental effects identified in the environmental review process.

I recommend that the Authority approve the attached Development Impact Project Plan and Development Impact Project Agreement requested by Fort Hill Square Associates. Appropriate votes follow:

VOTED: That in connection with the Development Impact Project Plan for the land in Boston Proper bounded by High Street, Oliver Street, and Purchase Street, presented at a public hearing duly held at the offices of the Authority on Thursday, June 7, 1984, and after consideration of evidence presented at the hearing, the Boston Redevelopment Authority finds that: (1) said Plan conforms to the general plan for the City as a whole; (2) and that nothing in said Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) said Plan does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth by the Boston Zoning Code, Article 26; and further

VOTED: Pursuant to the provisions of Article 26 of the Zoning Code of the City of Boston, as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the land bounded by High Street, Oliver Street, and Purchase Street. Said Development Impact Project Plan is embodied in a written document entitled, "Development Impact Project Plan No. 1, International Place at Fort Hill Square," dated June 7, 1984 and in a series of plans listed in Exhibit E in said document. Said document and plans shall be on file in the offices of the Authority; and further

VOTED: The Authority approves the Development Impact Project Agreement for Development Impact Project Plan No. 1, International Place at Fort Hill Square, and hereby authorizes the Director to execute the Development Impact Project Agreement between Fort Hill Square Associates and the Boston Redevelopment Authority, acting on behalf of the Neighborhood Housing Trust, for the purpose of securing a Development Impact Project Exaction. Said Agreement is embodied in a written document "Development Impact Project Agreement No. 1, International Place at Fort Hill Square", dated June 7, 1984. Said document shall be on file in the offices of the Authority; and further

VOTED: The Authority hereby authorizes the Director to certify in the name of the Authority, that Plans submitted to the Commissioner of the City of Boston Inspectional Service Department are in conformity with the Authority-approved Development Impact Project Plan and that FHSA has entered into an Agreement with the Boston Redevelopment Authority, acting on behalf of the Neighborhood Housing Trust, for the purpose of securing a Development Impact Project Exaction and further

VOTED: That in reference to Petitions Z - 6977-6978 by the Fort Hill Square Associates, for the variances, conditional use permits and Zoning Code interpretations listed in said Petitions for the International Place at Fort Hill Square, and in accord with Sections 26-3(1),(2) of the Boston Zoning Code, the Boston Redevelopment Authority has approved the Development Impact Project Plan for said project, and FHSA has entered into an Agreement with the Authority, acting on behalf of the Neighborhood Housing Trust, to be responsible for a Development Impact Project Exaction, and the Authority finds said Petitions to be in conformity with said Plan. Therefore, the Authority recommends approval of said variances, conditional use permits, provided that the final plans be submitted to the Authority for design review; and that plans incorporate mitigation measures deemed necessary and approved by the Authority to minimize any adverse environmental impacts.

Boston Redevelopment Authority

June 7, 1984

Development Impact Project Plan No. 1
International Place at Fort Hill Square
High, Oliver and Purchase Streets
Boston Proper

Developer: Fort Hill Square Associates (FHSA), a joint venture of Affiliates of The Chiofaro Company, Inc., of Boston and The Hillman Company of Pittsburgh, Pennsylvania.

Tentative designation by the City of Boston of FHSA as redeveloper of the Fort Hill Square site was made December 12, 1983. This development is to be known as International Place at Fort Hill Square. Terms and conditions of this designation are attached hereto as Exhibit A.

Architect: John Burgee Architects with Philip Johnson, New York City, New York.

Site Description: Approximately 2.6 acres of land bounded by High, Oliver and Purchase Streets and adjacent to the John F. Fitzgerald Expressway. The site is now occupied by the Fort Hill Garage and discontinued streets to be purchased from the City of Boston and by land owned or controlled by the developer. In order to permit separate ownership and financing of the two towers (the North Tower and South Tower) proposed for the site, FHSA intends to divide the project site into two lots. The lot appurtenant to the South Tower will have an address at 150 Oliver Street, and the lot appurtenant to the North Tower will have an address at 90 Oliver Street. A site plan for the development site is attached hereto as Exhibit B.

Location and Appearance of Structures: International Place, as planned, will consist of two cylindrical, high-rise towers and three rectangular building elements of varying heights and shapes. The South Tower will be a 46-story structure augmented by two lower rectangular elements of 19 and 27 stories. The North Tower will be a 35-story structure with a connected rectangular element of 11 stories. The towers will be joined by a glass-enclosed courtyard of approximately 25,000 square feet. The courtyard will feature an architecturally designed fountain, landscaping and seating, and will have outdoor cafes and retail activity.

General Description of Project Development and Uses:

The overall International Place project is planned to contain approximately 1,700,000 square feet of office space, 100,000 square feet of retail space, and a five-story parking facility with six (6) loading bays located below grade. The lots on which the North and South Towers are to be located will have several cross easements in order to operate and use the project as a unified development. FHSA intends to construct International Place sequentially

beginning with the South Tower and then continuing with the North Tower. Pursuant to the terms and conditions of FHSA's tentative designation as redeveloper of this site, FHSA has agreed to cooperate in relocating or demolishing the High Street Ramp of the John F. Fitzgerald Expressway subject to the approval of the Authority and of the Executive Office of Transportation. In the event that the High Street Ramp is not relocated or demolished, Phase 2 shall be constructed in accordance with a revised design to be submitted by the developer for approval by the Authority.

Proposed major uses in the International Place development include office and indoor retail space; below grade parking facility with at least 660 spaces; and the Crystal Court, an enclosed, landscaped garden area open to the public 16 hours a day. Other uses may include a repair garage/service station; outdoor sale and display of retail merchandise, flower and food; one or more schools offering training and educational programs for Boston business firms, professional and high technology fields.

Estimated Construction Time:

South Tower

Construction to begin 1984.
Completion 1987

North Tower

Construction to begin 1987
Completion 1989

Projected Number of Employees: During the five year construction period, FHSA estimates that 700 jobs will be created each year for a total of 3,500 man-years. After completion, the entire International Place project will house approximately 7,000 employees. About 4,200 will be housed in the South Tower, and 2,800 in the North Tower.

Development Impact Project Exaction: As required under Section 26(3) of the Boston Zoning Code Fort Hill Square Associates will enter into a Development Impact Project Exaction Agreement with the Boston Redevelopment Authority and the Neighborhood Housing Trust, or if such Trust has not been established at the time of execution of such Agreement, with the Boston Redevelopment Authority acting on behalf of said Trust. The Development Impact Project Exaction shall be made as a Housing Payment Exaction, or as a Housing Creation Exaction which shall contribute to the creation of housing units for occupancy exclusively by low and moderate residents of the City of Boston at a cost at least equal to the amount of the Housing Payment Exaction and under the conditions specified in said Agreement. If FHSA elects to satisfy its exaction responsibility through money payments, payments to said Trust or fiduciary shall be paid in twelve equal annual installments, the first installment due upon the issuance of a Certificate of Occupancy for a component of the building, or twenty-four months after the issuance of the building permit for said component, whichever occurs first as fully set forth in the Development Impact Project Exaction Agreement. The annual payment shall be one-twelfth of \$5.00 per square foot of gross floor area.

Said exaction shall approximate a total of \$8,723,975 based on the following calculations:

<u>Phase 1:</u>	South Tower, and rectangular elements, and courtyard	1,113,303 s.f. - 100,000 1,013,303 s.f.
<u>Phase 2:</u>	North Tower, rectangular element and courtyard	+ 731,492 1,744,795 s.f.
Total		<u>x\$5.00</u> \$8,723,975

Changes in total gross square footage for the project may occur as a result of continued design review. If such changes do occur, the Housing Payment Exaction or Housing Creation Exaction shall be no less than the total square footage for the project minus 100,000 square feet times \$5.00.

Density: New construction shall total approximately 1,844,795 square feet. The maximum Floor Area Ratio for the entire development shall be no more than 16. Exhibit C attached hereto describes F.A.R. calculations.

Proposed Dimensions of Structures: Exhibit C attached hereto.

Proposed Traffic Circulation: Immediate vehicular access to the site is planned through separate entrances for cars and trucks off Purchase Street, leading to underground parking areas and loading docks. The focal pedestrian entrance, facing the financial district is at Oliver and High Streets. The Developer has agreed to cooperate in relocating or demolishing the High Street Ramp of the John F. Fitzgerald Expressway subject to the approval of the Authority and the Executive Office of Transportation. It is anticipated that this ramp, if relocated to Purchase Street, would lead to a probable reversal of one-way High Street to lead towards the Artery.

In terms of access from the major arterial system, from the north, traffic would exit from the new Purchase Street off-ramp and make right turns onto Pearl and High Streets, drive around the block to Purchase Street to get to the entrances. Alternatively, traffic can exit at Dock Square (North Street) and travel along the Expressway Surface Road directly to the Purchase Street entrance.

Traffic from the south (Southeast Expressway) and west (Mass. Turnpike) can exit from the Atlantic Avenue off-ramp and circle at High Street to Purchase Street. An alternative routing would be from off-ramps at Kneeland Street past South Station to the same "U-turn". Exiting project traffic follows similar reverse routings to corresponding on-ramps.

EXHIBIT D
INTERNATIONAL PLACE
AT FORT HILL SQUARE
BUILDING ELEVATIONS

	<u>Structure # Stories</u>	<u>Height in feet above mean sidewalk height</u>
Phase I - South Tower	46	600.00 *
rectangular element	27	365.25
rectangular element	19	263.25
Phase II - North Tower	35	459.75
	11	161.25

*(Includes 25 feet of mechanical space).

EXHIBIT E
INTERNATIONAL PLACE
AT FORT HILL SQUARE

Design Development Drawings

Site Plan	4/9/84
Ground Floor Plan	5/4/84
Second Floor Plan	4/9/84
Fourth Floor Plan (Large Scale)	4/30/84
Fourth through Eleventh Floor Plan	4/9/84
Forty-Fifth and Forty-Sixth Floor Plan (Large Scale)	4/9/84
Building Elevations (Purchase, Oliver and High Streets)	4/9/84
Partial Building Elevations	5/4/84
Window Wall Sections/Elevations	5/4/84
Phase One Ground Floor Plan with Ramp	5/4/84
Phase One Ground Floor Plan without Ramp	5/4/84
Typical Framing Plan	undated
Plot Plan	5/25/84
Phase One Sections	4/9/84
Phase Two Section	4/9/84
Section through Court	4/9/84
Ground Floor Lobby Details	4/9/84
Zoning Floor Plan	4/3/84
 Phase One Parking	
LL1	4/26/84
LL2	4/26/84
LL3	4/27/84
LL4	4/27/84
LL5	4/27/84
 Phase Two Parking	
LL1	4/30/84
LL2	4/30/84
LL3/4	4/30/84
LL5	4/30/84

and also included a styrofoam model, project description, outline specification, skylight specification, description of mechanical systems, and wind tunnel study, Part II, by J.A. Petarka and J.E. Cermak, dated May 1984.

DEVELOPMENT IMPACT PROJECT AGREEMENT NO. 1,
INTERNATIONAL PLACE AT FORT HILL SQUARE
JUNE 7, 1984

AGREEMENT

AGREEMENT dated June , 1984 between the Boston Redevelopment Authority ("BRA") acting for and on behalf of the City of Boston and the Neighborhood Housing Trust hereafter to be created, and Fort Hill Square Associates, a Massachusetts general partnership. As used herein "FHSA" shall mean Fort Hill Square Associates, its successors, assigns, and legal representatives.

WITNESSETH THAT:

WHEREAS, FHSA proposes to construct a mixed-use development project including office and retail uses and a below grade parking facility substantially in accordance with schematic design plans approved by the BRA on April 5, 1984 (as supplemented) and with design development plans approved by the BRA on May 31, 1984 ("Approved Design") to be located on two lots with addresses at 150 Oliver Street ("Phase 1 Site") and 90 Oliver Street ("Phase 2 Site"), Ward 3, City Proper, all of which Site, as so improved, is referred to as the "Project";

WHEREAS, the Project Site includes the Fort Hill Square Garage site and related land including discontinued street areas presently owned by the City of Boston;

WHEREAS, FHSA, the City of Boston and the BRA have entered into a Sale and Construction Agreement dated May 30, 1984 ("Sale and Construction Agreement") and Section 1001(b) of the Sale and Construction Agreement contemplates the execution of this

Agreement (terms and phrases used herein and defined in the Sale and Construction Agreement shall have the definitions attributed thereto in the Sale and Construction Agreement);

WHEREAS, The City of Boston has tentatively designated FHSA as redeveloper of the Fort Hill Square Garage site and related land and has empowered the BRA, acting on behalf of the City of Boston, to convey the Fort Hill Garage site and related land to FHSA pursuant to votes by the BRA on October 20, 1983, the Real Property Board on October 21, 1983, the Public Facilities Commission on October 21, 1983, the City Council on November 23, 1983, and the Public Facilities Commission on December 12, 1983, and the BRA on May 23, 1984;

WHEREAS, The terms and conditions of FHSA's tentative designation as redeveloper provide that the Project shall comply with the "linkage" policies of the City of Boston;

WHEREAS, The linkage policies of the City have been incorporated in Article 26 of the Boston Zoning Code (the "Zoning Code") by Text Amendment No. 73, which became effective on December 29, 1983;

WHEREAS, FHSA has appealed to the Board of Appeal of the City of Boston for conditional use permits, variances, and interpretations under the Zoning Code to permit construction of the Project and the BRA, in connection with such Appeals, has approved a Development Impact Project Plan for the Project on June 7, 1984 ("Development Impact Project Plan") and has recommended

that the Board of Appeal grant the relief requested by FHSA under the Zoning Code; and

WHEREAS, The Neighborhood Housing Trust referred to in Article 26 of the Zoning Code, as amended, has not yet been created.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. FHSA will cause the Project Site to be developed in accordance with the Approved Design, the Development Impact Project Plan, and the terms of the Sale and Construction Agreement.

2. FHSA shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Exaction, as such term is presently defined in Section 26-2(3) of the Zoning Code, in the amounts set forth in Section 3 of this Agreement. FHSA may satisfy its obligation for the Development Impact Project Exaction, in whole or in part, by payment in accordance with Section 5 of this Agreement, or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in accordance with Section 6 of this Agreement.

3. The Development Impact Project Exaction shall be paid separately for the improvements to be located on the Phase 1 Site and the Phase 2 Site. Liability arising under this Agreement in connection with a particular Phase shall be limited to the interest of FHSA in such Phase. In illustration, but not in

limitation of the foregoing, if separate successors to FHSA own each of Phase 1 and Phase 2 in accordance with and as contemplated by the Sale and Construction Agreement, then the Phase 1 owner shall have no liability for the Development Impact Project Exaction for Phase 2 and vice versa. The Development Impact Project Exaction for the improvements to be constructed on the Phase 1 Site shall be Five Million Sixty Six Thousand Five Hundred Fifteen (\$5,066,515) Dollars. The Development Impact Project Exaction for the improvements to be constructed on the Phase 2 Site shall be Three Million Six Hundred Fifty-Seven Thousand Four Hundred Sixty (\$3,657,460) Dollars. The parties acknowledge that the amounts of the Development Impact Project Exaction stated above have been estimated on the basis of the Schematic Building Areas for Phase 1 and Phase 2 stated in the Development Impact Project Plan. If the Gross Floor Area, as defined in Section 2-1(21) of the Zoning Code and as certified by the Project Architect, for either or both of Phase 1 or Phase 2 differs from the Schematic Building Area for such Phase, this Agreement shall be amended to adjust the amount of the Development Impact Project Exaction in accordance with Article 26 of the Boston Zoning Code.

4. The "Payment Date" for each Phase shall be the ealier of the issuance of a Certificate of Occupancy or twenty-four months after the granting of a Building Permit with respect to the office tower improvements in a particular Phase. If a Building Permit is not granted for any part of such improvements in a particular

Phase, or if construction of any part of such improvements in a particular Phase is abandoned prior to the commencement of substantial construction (as defined in the Sale and Construction Agreement) after a Building Permit is obtained, then FHSA shall have no responsibility for any Development Impact Project Exaction for such Phase with respect to such improvements. (The foregoing shall apply to the Phase 2 Site notwithstanding that all or any portion of the Phase 2 Development Impact Project Exaction may have accrued prior to such event.)

5. If FHSA shall elect to satisfy the responsibility for the Development Impact Project Exaction by money payments for either or both of Phase 1 or Phase 2, then the Development Impact Project Exaction shall be paid to the City of Boston acting by and through the Neighborhood Housing Trust, or if such Trust has not been created then to the BRA, in twelve equal annual payments.

With respect to the Phase 1 Site, the first installment of the Development Impact Project Exaction, shall be due and payable on the Phase 1 Payment Date and subsequent installments shall be due and payable without interest on the following eleven anniversary dates of the Phase 1 Payment Date, all payments to be made where and otherwise as instructed by the BRA.

With respect to the Phase 2 Site, the first such installment of the Development Impact Project Exaction shall accrue on the earlier of the Phase 2 Payment Date or the fourth anniversary of the Variance Date (as defined in the Sale and Construction

Agreement) and subsequent installments shall accrue on the following eleven anniversaries thereof. Notwithstanding the accrual of such installments (together with interest as provided below), such amounts shall not be payable until the Phase 2 Payment Date at which time all accrued installments and interest accrued thereon shall be due and payable. Installments accruing on or after the Phase 2 Payment Date shall be due and payable as and when accrued, without interest. Accrued installments shall accrue simple interest through the Phase 2 Payment Date at rates determined from time to time as being equal to the lowest interest rate payable, from time to time, by the City of Boston on any borrowed funds.

6. If FHSA shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston with respect to either or both of Phase 1 or Phase 2, FHSA shall submit a proposal in writing to the BRA on or before the Payment Date for the Phase in question, describing the number, location, cost and design of the housing units. The proposal shall be subject to approval by the BRA after public notice and hearing.

7. Any payments made by FHSA pursuant to Section 5, and the cost of any contribution to the creation of housing units by FHSA pursuant to Section 6, shall be credited against any amounts due in connection with the particular Phase to the Neighborhood

Housing Trust on account of any neighborhood impact excise which may be assessed by the City of Boston.

8. The BRA agrees that FHSA, and its successors in interest, shall be liable only for breaches of obligations under this Agreement with respect to a particular Phase, while FHSA or any successor in interest, as the case may be, is owner of the Phase in question. The BRA further agrees to look solely to the interest in the Phase in question of FHSA, or its successors, as the case may be, for any claim against FHSA or any successor arising under this Agreement in connection with such Phase. Neither FHSA nor any trustee, beneficiary, partner, manager, agent or employee of FHSA (or its successors and assigns) shall ever be personally or individually liable; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

9. If the parties desire, hereafter, to amend this Agreement, such agreement shall be written and executed by the parties hereto.

10. This Agreement shall be construed under Massachusetts law, sets forth the entire Agreement among the parties, may be amended or modified only by a writing signed by all parties, and is binding upon and inures to the benefit of the parties and their successors, assigns and legal representatives, notwithstanding any subsequent amendment or repeal (or court decision having the

effect of amendment or repeal) to or of the "linkage policies" of the City as incorporated in Article 26 of the Boston Zoning Code.

FORT HILL SQUARE ASSOCIATES

By: BC ASSOCIATES
Managing Partner

By: _____
Donald J. Chiofaro
Managing General Partner

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Director

Approved as to Form:

Chief General Counsel
Boston Redevelopment Authority

6/1/84

5/27/84

8.113

Legal Notices

PUBLIC HEARING

The Boston Redevelopment Authority hereby gives notice, in accordance with Section 26-3(1) of the Boston Zoning Code, that a public hearing will be held on Thursday, June 7, 1984, at 3:30 p.m. in the Board Room of the Boston Redevelopment Authority, Ninth Floor, Boston City Hall, in connection with a Development Impact Project Plan for construction by Fort Hill Square Associates of a mixed-use development project known as International Place at Fort Hill Square,

on two adjacent lots bounded by High, Oliver and Purchase Streets in Boston's downtown Financial District. Pursuant to Rules and Regulations of the Authority governing the protection of the environment, an Environmental Impact Report (EIR) for this project has been prepared. Comments on the EIR will be accepted at the hearing and written comments on it will be received by the Authority no later than thirty (30) days from the date of the notice published May 27, 1984. This thirty-

day period supersedes the ten (10) days stated in the May 27 notice. The EIR and a fact sheet for the Development Impact Project Plan may be obtained at the Zoning Department, Boston Redevelopment Authority, Room 957, Boston City Hall, between the hours of 9:00 a.m. and 5:00 p.m. any day except Saturdays, Sundays and legal holidays.

BOSTON
REDEVELOPMENT
AUTHORITY,
Kane Simonian,
Secretary,
June 1

From THE BOSTON HERALD

PUBLIC HEARING

The Boston Redevelopment Authority hereby gives notice, in accordance with Section 26-3(1) of the Boston Zoning Code, that a public hearing will be held on Thursday, June 7, 1984, at 3:30 p.m. in the Board Room of the Boston Redevelopment Authority, Ninth Floor, Boston City Hall, in connection with a Development Impact Project Plan for construction by Fort Hill Square Associates of a mixed-use development project known as International Place at Fort Hill Square, on two adjacent lots bounded by High, Oliver and Purchase Streets in Boston's downtown Financial District. Pursuant to Rules and Regulations of the Authority governing the protection of the environment, an Environmental Impact Report (EIR) for this project has been prepared. Comments on the EIR will be accepted at the hearing and written comments on it will be received by the Authority no later than ten (10) days from the date of this notice.

The EIR and a fact sheet for the Development Impact Project Plan may be obtained at the Zoning Department, Boston Redevelopment Authority, Room 957, Boston City Hall, between the hours of 9:00 a.m. and 5:00 p.m. any day except Saturdays, Sundays and legal holidays.

BOSTON
REDEVELOPMENT
AUTHORITY
Kane Simonian,
Secretary,
May 27, 1984
May 27

From
THE
BOSTON HERALD

Access to Public Transportation:

<u>Transportation</u>	<u>Station</u>	<u>Walk</u>
South and West Commuter Rail	South Station	6 minutes
North and Northwest Commuter Rail	North Station	15 minutes
Red Line	South Station	6 minutes
Blue Line	Aquarium	5 minutes
Orange Line	State Street	7 minutes
Green Line	Government Center	8 minutes
Express Buses West	Franklin & Federal	5 minutes
Express Buses South	South Station	6 minutes
South Shore Ferries	Rowes & Foster Wharves	2 minutes
Interstate Buses	Trailways	4 minutes

Open Spaces and Landscaping: Interior public open space will include a courtyard with a minimum of 25,000 square feet with a fountain, landscaping and seating, known as the Crystal Court. Exterior landscaping will be subject to design review by the Authority.

Proposed Building Elevations: Exhibit D attached hereto.

Exterior Building Materials: Granite and clear glass walls.

Design Drawings: Plans for the development have been prepared by John Burgee Architects with Philip Johnson, architects for International Place. The schematic plans for the project received design review approval from the BRA on April 5, 1984 (as supplemented on May 30, 1984). Design development drawings received design review approval by the BRA, on May 31, 1984 (as supplemented on June 6, 1984) and are listed in Exhibit E attached hereto and are incorporated herein by reference.

Design Review:

The plans for the development shall be subject to ongoing design review and final approval by the Boston Redevelopment Authority. The following elements shall be included under design review: any changes to the drawings as submitted with this Plan; mitigation measures to reduce pedestrian level winds; open space and landscaping; size, location, design, color and materials of exterior signs; samples of exterior materials; and as specified in the Authority's Design Review Procedures dated April, 1984. The design of the project as now approved by the Authority may be subject to certain modifications as the result of continuing design review.

Zoning Variances and Conditional Use Permits Required for New Construction:Variances Required

1. Floor Area Ratio. Under Section 15-1, an FAR of 10 is allowed in a B-10 district. The entire International Place project will have an overall FAR of no greater than 16, with the South Tower lot having an approximate FAR of 25.1 and the North Tower lot having an approximate FAR of 10.3.

2. Rear Yard. A rear yard is required for each of the South Tower lot and the North Tower lot by Section 20-1. No rear yard is provided on either lot. In place of rear yards, FHSA proposes to construct a major public amenity, the Crystal Court.
3. Parapet Setbacks. The project, as designed, does not satisfy the requirements of Sections 21-1 and 21-2 for setbacks of parapets from the lot lines at High Street, Oliver Street, or Purchase Street, or the interior lot line. Relief is requested to construct the project substantially in accordance with the plans, subject to modifications which may result during BRA design review.
4. Number of Loading Bays. Section 24-1 requires approximately 18 loading bays for the entire International Place project, 10 bays to be located on the South Tower lot and some 8 bays to be located on the North Tower lot. FHSA proposes to construct 4 loading bays to service the South Tower lot, which bays will be located either on the South Tower lot or on the North Tower lot pursuant to lawful easements. FHSA also proposes to construct 2 loading bays to service the North Tower, which bays will be located either on the North Tower lot or on lawful easements on the South Tower lot.
5. Height of Loading Bays. Section 24-2(c) requires the construction of loading bays 10 feet wide, 25 feet long, and 14 feet high. The developer proposes to construct loading bays which are 12 feet, 6 inches high, but which conform in other respects, to the dimensional requirements of Section 24-2(c).

Conditional Use Permits Required: The following intended uses of the project are conditional in a B-10 district and a restricted parking district, and require conditional use permits under Section 7-1:

- #18 Trade or professional school,
- #34 Local retail business with merchandise sold or displayed outdoors,
- #35 General retail business with merchandise sold or displayed outdoors,
- #36A Sale of food or drink for off-premises consumption,
- #50 Outdoor sale or display of flowers or produce,
- #59 Parking garage,
- #60 Repair garage, service station, or car wash,
- #61 Storage, servicing and washing of motor vehicles for rental agency,
- #71 Ancillary uses on adjoining lots, including parking and loading facilities
- #72 Off-street parking accessory to office and retail uses.

On April 13, 1984, FHSA filed appeals with the Zoning Board of Appeal seeking the variances and conditional use permits described above. FHSA has been authorized by the Authority to seek zoning relief with respect to the City-owned land. The Authority has reviewed the appeals filed by FHSA and concurs with the request for relief under the Zoning Code contained therein.

Exhibit A

October 20, 1983

TERMS AND CONDITIONS FOR TENTATIVE DEVELOPER DESIGNATION
FORT HILL SQUARE GARAGE PARCELS1. DISPOSITION PRICE

A disposition price \$21,000,000 will be paid to the City upon the conveyance of the garage parcel and underlying fee of High Street, as described in the Development and Design Guidelines for the Fort Hill Square Garage Parcel. An additional \$4,000,000 will be paid to the City upon the first to occur of either a) the relocation of the present High Street ramp by the redeveloper or the State, in either case at no cost to the City, or b) the issuance of the Certificate of Completion on the first element of the project; but, in any event, not later than December 31, 1986 or the transfer of title of the underlying fee in the ramp area to the redeveloper.

2. BUILDING HEIGHT

The maximum height of any building element for the combined public and private parcels shall not exceed 575 feet above average street grade.

3. BUILDING BULK

The maximum floor area ratio as defined in the Boston Zoning Code shall not exceed 16 on the development site.

4. USES

A minimum of 660 public parking spaces shall be provided. The ground floor must be devoted primarily to active retail uses (including restaurants). Ground floor uses shall include the proposed "Crystal Court" of at least 25,000 square feet.

5. HIGH STREET RAMP

The developer shall remove or relocate, or cause the removal or relocation of the High Street ramp subject to approval of the Authority and of the Executive Office of Transportation prior to obtaining the Certificate of Occupancy for the final phase of the project.

6. CONSTRUCTION PHASING

The developer shall submit a schedule for project construction for review and approval by the Authority within 60 days of tentative designation.

7. PUBLIC AMENITIES

The developer shall provide the proposed public amenities (referred to in the proposal as the "Crystal Court") or the major portion thereof, coincident with the opening of the first phase of office building construction, and shall complete the public amenities coincident with the completion of office building construction.

8. DESIGN REVIEW

The developer must submit for review and approval by the Authority all drawings, specifications, and samples of materials at the following three stages in the design process:

- a. Schematic Design,
- b. Design Development, and
- c. Construction documents.

The design review process will emphasize the following aspects of project architecture and planning:

- a. Building massing and compatibility with the scale and character of the downtown Boston's waterfront, financial district, and historic Broad Street district;
- b. Building facades and detailing that will provide a distinctive project while relating strongly to Boston's architectural character;
- c. Building materials of the highest quality;
- d. A major public amenity (the "Crystal Court") that will provide a richly landscaped, weather-protected, active and lively winter-garden that will be open for public use approximately 16 hours a day;
- e. Ground-plane design that will offer entrances to the project at appropriate locations, public sidewalks of high quality paving materials, and connections to the waterfront and financial district reflecting current proposals for the reconstruction of the Central Artery.

9. LINKAGE

The developer shall comply with the linkage policies as presented in the report of the Advisory Group on Linkage Between Downtown Development and Neighborhood Housing, issued on October 14, 1983.

10. REAL ESTATE TAXES

Real estate taxes for the garage and the new development will be paid according to normal City of Boston Chapter 59 Assessing Department practices.



International
Place
at Fort Hill

EXHIBIT C

INTERNATIONAL PLACE
AT FORT HILL SQUARE

Space Program - F.A.R. Calculations

Site Area

150 Oliver St. (Lot 1)	44,419 s.f.
90 Oliver St. (Lot 2)	<u>70,882 s.f.</u>

Total Site Area	<u>115,301 s.f.</u>
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Allowable Gross Building
Area at 16 FAR

(115,301 x 16)	1,844,816 s.f.
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Schematic Building Areas*Phase I

Ground**	32,351 s.f. x 1	32,033	
Floor 2	16,630 s.f. x 1	16,630	
Floor 3	25,408 s.f. x 1	25,408	
Floors 4-19	32,750 s.f. x 1	524,000	
Floors 20-27	24,238 s.f. x 1	193,904	
Floors 28-46	16,912 s.f. x 1	<u>321,328</u>	
			1,113,303 s.f.

Phase II

Ground**	54,358 s.f. x 1	54,358	
Floor 2	8,542 s.f. x 1	8,542	
Floors 3-11	27,272 s.f. x 1	245,448	
Floors 12-35	17,631 s.f. x 1	<u>423,144</u>	
			<u>731,492 s.f.</u>

Total Gross Building Area	1,844,795 s.f.
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* No deductions have been taken for mechanical space.

** Includes interior courtyard gross floor area.

The product of our work will be recommendation of selected feasible options to create energy and cost efficient heating and cooling. It will also include recommendations for system management and maintenance. We will also suggest approaches which might be used to select a final solution for the energy system at Columbia Point. Our findings will be presented in meetings with the BRA, BHA, and the developers as well as in a written report.

Project Approach

The period for this project will be two to three months. The first major activity of our work will be a carefully planned workshop involving the BHA, BRA, the developers and our entire team. In one or two half-day sessions we will review the present development plans and schedules for Columbia Point's overall development and the present strategies for energy supply and management. We will also review and discuss performance criteria which the developers have for the energy systems. Our team will discuss those plans in light of available knowledge and experience from Sweden and the United States. Together, the group will select a limited number of questions and options to be analyzed during the study period.

Our team will spend the next month exploring and analyzing options. We will do this in collaboration with staff of any of the involved organizations which would like to participate in this aspect of the work.

In the latter part of the second month of our work our team will meet for a second formal meeting with the BHA, BRA and developers. We will present our findings and discuss options for further work. We will be available in the days immediately following this meeting for more detailed discussions with the groups as a whole or with staff of the individual organizations.

Budget

The estimated cost for the project, including the work of the Swedish team, will be \$25,000.

For practical administrative reasons we suggest that the contract for this project will be signed by Metcalf & Eddy-FVB District Heating Engineering Inc. FVB-District Heating Engineering Inc. is the American subsidiary of Studsvik Energiteknik AB. MIT and Triark-Procedum will be subcontractors. The involved experts in this project are:

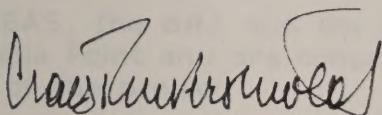
Thomas Bligh, MIT Assistant Professor, Mechanical Engineering
Leon Glicksman, Director, MIT Program for Energy Efficient
Buildings and Systems
Hans Gransell, MS, Studsvik/FVB
Michael Joroff, Director, MIT Laboratory of Architecture
and Planning
Claes Reuterskiold, MA, Triark-Procedum; MIT Visiting
Research Scientist; project leader

Goran Rygert, MA, Triark-Procudum, multi-family energy
conservation expert
Richard Tabors, PhD, MIT Energy Laboratory

My colleagues and I are particularly interested in this project.
Its scale and strategy for development allows for an approach to
energy planning and implementation innovative on the American scene.
The combination of an MIT and a Swedish team will allow us to bring
to bear state-of-the-art knowledge and implementation.

We look forward to hearing from you. Please do not hesitate to call
Claes Reuterskiold should you want more information, (617) 253-1350.

Sincerely,



Claes Reuterskiold for
Birger Abrahamson
President of FVB
for Metcalf & Eddy - FVB District Heating Engineering Inc.
Representing Studsvik Energiteknik AB in the United States

MEMORANDUM OF UNDERSTANDING

By and Between

BOSTON HOUSING AUTHORITY

and

BOSTON REDEVELOPMENT AUTHORITY

Agreement made this day of , 1984 by and between the Boston Housing Authority, a public body corporate and politic duly organized and existing under M.G.L., Chapter 121B, hereinafter referred to as the "BHA" and the Boston Redevelopment Authority, a public body corporate and politic, organized and existing under M.G.L., Chapter 121B, hereinafter referred to as the "BRA".

WHEREAS, the BRA and the BHA are jointly engaged in the redevelopment of Columbia Point and are concerned about the financial stability and operating costs of the project;

WHEREAS, the BRA and the BHA wish to share equally the benefits and costs of a contract between the BRA and Metcalf & Eddy, a Boston engineering firm working in connection with consultants from the Massachusetts Institute of Technology, to study the feasibility and appropriateness of various innovative energy technologies which appear suitable to the Columbia Point project; and

WHEREAS, the amount of said contract, attached hereto and incorporated herein by reference, shall not exceed Twenty Six Thousand (\$26,000) Dollars to be paid under the terms and conditions set forth therein;

NOW, THEREFORE, the BRA and the BHA do agree as follows:

1. The BRA agrees that the BHA shall have access to and use of all products and correspondence resulting from work performed by Metcalf & Eddy, under its contract with the BRA.
2. The BRA agrees to notify the BHA in advance of, and to permit representatives of the BHA to participate in, all meetings between itself and Metcalf & Eddy.
3. The BHA and BRA jointly shall agree upon the direction to be given by the BRA to Metcalf & Eddy under its contract with the BRA.
4. The BHA agrees to reimburse the BRA for one-half of all payments made to Metcalf & Eddy, upon submission to BHA of the invoices submitted to BRA by Metcalf & Eddy, in accordance with the contract between BRA and Metcalf & Eddy, attached hereto and incorporated herein. Reimbursement shall be made by BHA within 30 days.

5. Under terms of this agreement, the maximum sum to be reimbursed or paid by the BHA to the BRA for the Metcalf & Eddy contract shall be Thirteen Thousand Dollars (\$13,000).

6. Neither this memorandum nor the said contract may be changed except with the written approval of the parties hereto.

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

Robert J. Ryan, Director

BOSTON HOUSING AUTHORITY

Chief General Counsel

Lewis H. Spence,
Receiver/Administrator